

EXHIBIT 153

Cephalon CIA, Excerpts at 13 - 14

**CORPORATE INTEGRITY AGREEMENT
BETWEEN THE
OFFICE OF INSPECTOR GENERAL
OF THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
CEPHALON, INC.**

I. PREAMBLE

Cephalon, Inc. (Cephalon) hereby enters into this Corporate Integrity Agreement (CIA) with the Office of Inspector General (OIG) of the United States Department of Health and Human Services (HHS) to promote compliance with the statutes, regulations, and written directives of Medicare, Medicaid, and all other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) (Federal health care program requirements) and with the statutes, regulations, and written directives of the Food and Drug Administration (FDA requirements). Contemporaneously with this CIA, Cephalon is entering into a Settlement Agreement with the United States. Cephalon will also enter into settlement agreements with various States (Related State Settlement Agreements) and Cephalon's agreement to this CIA is a condition precedent to those agreements.

Prior to the Effective Date of this CIA (as defined below), Cephalon established a voluntary compliance program (known as "Global Compliance" or "Global Compliance Program") applicable to all Cephalon employees including employees in Worldwide Pharmaceutical Operations. Cephalon's Global Compliance Program includes an Executive Vice President, Chief Compliance Officer who reports directly to the Audit Committee of the Board of Directors and to the CEO, and a Compliance Committee. The Global Compliance Program also includes a Code of Conduct applicable to all employees that is regularly reviewed and disseminated, written policies and procedures that, as represented by Cephalon, promote high ethical standards, educational and training initiatives that, as represented by Cephalon, help to ensure compliance with applicable laws and regulations, a Disclosure Program that allows for the confidential disclosure and investigation of potential compliance violations and appropriate disciplinary procedures, screening measures for Ineligible Persons, and regular internal auditing procedures.

Cephalon shall continue its Compliance Program throughout the term of this CIA and shall do so in accordance with the terms set forth below. Cephalon may modify its

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C. Training and Education.

Cephalon represents that it provides training to its employees on a regular basis concerning a variety of topics. The training required by this CIA need not be separate and distinct from the regular training provided by Cephalon, but instead may be integrated fully into such regular training so long as the training covers the areas specified below.

1. *General Training.* Within 120 days after the Effective Date, Cephalon shall provide at least two hours of General Training to each Covered Person. This training, at a minimum, shall explain Cephalon's:

- a. CIA requirements; and
- b. Cephalon's Compliance Program (including the Code of Conduct and the Policies and Procedures as they pertain to general compliance issues).

To the extent that Cephalon provided General Training to Covered Persons during the 180 days immediately prior to the Effective Date that satisfied the requirements set forth in Section III.C.1.b above, the OIG shall credit that training for purposes of satisfying Cephalon's General Training obligations of Section III.C.1 for the first Reporting Period. Cephalon may satisfy its remaining General Training obligations for the Covered Persons who received the training described in the preceding sentence by notifying them within 90 days after the Effective Date in writing or in electronic format of the fact that Cephalon entered a CIA and providing an explanation of Cephalon's requirements and obligations under the CIA.

New Covered Persons shall receive the General Training described above within 30 days after becoming a Covered Person or within 120 days after the Effective Date, whichever is later. After receiving the initial General Training described above, each Covered Person shall receive at least one hour of General Training in each subsequent Reporting Period.

2. *Specific Training.* Within 120 days after the Effective Date, each Relevant Covered Person shall receive at least three hours of Specific Training in addition to the General Training required above.

This Specific Training shall include a discussion of:

- a. all applicable Federal health care program requirements relating to Promotional and Product Services Related Functions;
- b. all applicable FDA requirements relating to Promotional and Product Services Related Functions;
- c. all Cephalon policies, procedures, and other requirements applicable to Promotional and Product Services Related Functions;
- d. the personal obligation of each individual involved in Promotional and Product Services Related Functions to comply with all applicable Federal health care program and FDA requirements and all other applicable legal requirements;
- e. the legal sanctions for violations of the applicable Federal health care program and FDA requirements; and
- f. examples of proper and improper practices related to Promotional and Product Services Related Functions.

To the extent that Cephalon provided Specific Training to Relevant Covered Persons during the 180 days immediately prior to the Effective Date that satisfied the requirements set forth in Section III.C.2 above, the OIG shall credit that training for purposes of satisfying Cephalon's Specific Training obligations of this Section III.C.2 for the first Reporting Period.

New Relevant Covered Persons shall receive this training within 30 days after the beginning of their employment or becoming Relevant Covered Persons, or within 120 days after the Effective Date, whichever is later. A Cephalon employee who has completed the Specific Training shall review a new Relevant Covered Person's work, to the extent that the work relates to Promotional and Product Services Related Functions, until such time as the new Relevant Covered Person completes his or her Specific Training.

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